EXHIBIT 182

Case 1:01-cv-12257-PBS Document 6643-32 Filed 11/03/09 Page 2 of 10

Vladeck, Ph.D., Bruce C. - Vol. II

June 21, 2007

New York, NY

| Page | 285 |
|------|-----|
| | |

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MASSACHUSETTS

-----X MDL NO. 1456

IN RE: PHARMACEUTICAL INDUSTRY : CIVIL ACTION:

AVERAGE WHOLESALE PRICE LITIGATION: 01-CV-12257-PBS

----X

THIS DOCUMENT RELATES TO: :

U.S. ex rel. Ven-A-Care of the : CIVIL ACTION:

Florida Keys, Inc. v. Abbott : 06-CV-11337-PBS

Laboratories, Inc. :

----X

IN THE CIRCUIT COURT OF

MONTGOMERY COUNTY, ALABAMA

----X

STATE OF ALABAMA, : CASE NO.

Plaintiff, : CV-05-219

v.

ABBOTT LABORATORIES, INC., : JUDGE

et al., : CHARLES PRICE

Defendants.

----X

Henderson Legal Services 202-220-4158

June 21, 2007

New York, NY

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Page 286
                                                                                             Page 288
1 STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY
                                                     1
                                                         IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
   -----X
                                                                STATE OF MISSOURI
                                                       -----x
  STATE OF WISCONSIN,
                            : CASE NO.
                                                     3
4
       Plaintiff,
                 : 04-CV-1709
                                                        STATE OF MISSOURI, ex rel.,
5
                                                     5 JEREMIAH W. (JAY) NIXON,
  AMGEN INC., et al.,
6
                                                     6
                                                       Attorney General,
7
      Defendants.
                                                     7
   -----X
8
                                                     8
                                                        MISSOURI DEPARTMENT OF SOCIAL
9
                                                     9
                                                        SERVICES, DIVISION OF MEDICAL
                                                                                        : Case No.:
10
        IN THE COURT OF COMMON PLEAS
                                                    10 SERVICES,
                                                                             : 054-1216
         FIFTH JUDICIAL CIRCUIT
11
                                                    11
                                                               Plaintiffs, : Division
   -----X
                                                    12
                                                                         : No. 31
   STATE OF SOUTH CAROLINA, and : STATE OF
                                                    13
                                                                         :
                                                             VS.
   HENRY D. McMASTER, in his official: SOUTH CAROLINA
14
                                                    14 DEY INC., DEY, L.P., MERCK KGaA, :
15
   capacity as Attorney General for : COUNTY OF
                                                    15 EMD, INC., WARRICK
   the State of South Carolina, : RICHLAND
16
                                                    16 PHARMACEUTICALS CORPORATION,
17
       Plaintiff,
                                                    17 SCHERING-PLOUGH CORPORATION, and :
                  : CIVIL ACTION:
18
     v.
                                                    18 SCHERING CORPORATION,
19 MYLAN LABORATORIES, INC. : 07-CP-40-0283
                                                               Defendants.
20
       Defendant.
                                                    20 ----x
21
                                                    21
22
                                                    22
                                         Page 287
                                                                                             Page 289
1
     IN THE COURT OF THE SECOND JUDICIAL CIRCUIT
                                                     1
                                                                     New York, New York
2
        IN AND FOR LEON COUNTY, FLORIDA
                                                     2
                                                                     Thursday, June 21, 2007
  THE STATE OF FLORIDA
                                                     3
3
4 ex rel.
                                                     4
                                                             CONTINUED Videotaped Deposition of
  -----X
                                                     5
                                                        BRUCE C. VLADECK, Ph.D., a witness herein, called
6 VEN-A-CARE OF THE FLORIDA
                                                        for examination by counsel for Abbott Laboratories
                                                     б
7 KEYS, INC., a Florida
                                                     7
                                                        in the above-entitled matter, pursuant to
  Corporation, by and through its :
                                                        Subpoena, the witness being duly sworn by JOMANNA
   principal officers and directors, :
                                                        DEROSA, a Notary Public in and for New York, taken
10
   ZACHARY T. BENTLEY and
                                                    10
                                                        at the offices of Jones Day, 222 East 41st Street,
11 T. MARK JONES,
                                                    11 New York, New York, at 8:54 a.m. on Thursday, June
12
          Plaintiffs, :
                                                    12
                                                        21, 2007, and the proceedings being taken down by
13
                    : Civil Action
                                                    13
                                                        Stenotype by JOMANNA DEROSA, and transcribed under
        VS.
14 MYLAN LABORATORIES, INC.; MYLAN : No.: 98-3032G 14
                                                        her direction.
15 PHARMACEUTICALS INC.; NOVOPHARM : Judge:
                                                    15
16 LTD., SCHEIN PHARMACEUTICAL, INC.; : William L.
                                                    16
17 TEVA PHARMACEUTICAL INDUSTRIES : Gary
                                                    17
18 LTD., TEVA PHARMACEUTICAL USA; :
                                                    18
19 and WATSON PHARMACEUTICALS, INC. :
                                                    19
20
          Defendants.
                                                    20
21 -----x
                                                    21
                                                    22
22
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2 (Pages 286 to 289)

June 21, 2007

New York, NY

| | Page 290 | | Page 292 |
|----------|--|----------|--|
| 1 | APPEARANCES: | 1 | APPEARANCES (Continued): |
| 2 | THE LIMITUCES. | 2 | THE TENTH (CES (Continued). |
| 3 | On Behalf of Abbott Laboratories, Inc. | 3 | On Behalf of Novartis Pharmaceuticals Corporation: |
| 4 | R. CHRISTOPHER COOK, ESQ. | 4 | NATHAN COHEN, ESQ. |
| 5 | TONI-ANN CITERA, ESQ. | 5 | Kaye Scholer, LLP |
| 6 | Jones Day | 6 | 425 Park Avenue |
| 7 | 51 Louisiana Avenue, Northwest | 7 | New York, New York 10022-3598 |
| 8 | Washington, D.C. 20001 | 8 | ncohen@kayescholer.com |
| 9 | christophercook@jonesday.com | 9 | (212) 836-7568 |
| 10 | tcitera@jonesday.com | 10 | |
| 11 | (202) 879-3939 | 11 | On Behalf of the State of Florida: |
| 12 | | 12 | JAIME DOYLE LIANG, ESQ. |
| 13 | On Behalf of Roxane Laboratories and | 13 | Office of the Attorney General |
| 14 | Boehringer Ingelheim: | 14 | State of Florida |
| 15 | ERIC GORTNER, ESQ. | 15 | PL-01 The Capitol |
| 16 | Kirkland & Ellis, LLP | 16 | Tallahassee, Florida 32399-1050 |
| 17 | 200 East Randolph Drive | 17 | Jaime_Liang@oag.state.fl.us |
| 18 | Chicago, Illinois 60601 | 18 | (850) 414-3600 |
| 19 | egortner@kirkland.com | 19 | |
| 20 | (312) 861-2285 | 20 | |
| 21 | (0 1) | 21 | (0 1) |
| 22 | (Continued) | 22 | (Continued) |
| | Page 291 | | Page 293 |
| 1 | APPEARANCES (continued): | 1 | APPEARANCES (Continued): |
| 2 | | 2 | |
| 3 | On Behalf of Dey, Inc., Dey, L.P., Mylan | 3 | On Behalf of Bristol-Myers Squibb: |
| 4 | Laboratories, Inc., and Mylan Pharmaceuticals, Inc.: | 4 | STEVEN M. EDWARDS, ESQ. |
| 5 | WILLIAM A. ESCOBAR, ESQ. | 5 | DENNIS QUINIO, ESQ. |
| 6 | CLIFFORD KATZ, ESQ. | 6 | HOA T. T. HOANG, ESQ. |
| 7 | Kelley Drye & Warren, LLP | 7 | Hogan & Hartson, LLP |
| 8 | 101 Park Avenue | 8 | 875 Third Avenue |
| 9 | New York, New York 10178 | 9 | New York, New York 10022 |
| 10 | wescobar@kelleydrye.com | 10 | smedwards@hhlaw.com |
| 11 | ckatz@kelleydrye.com | 11 | dquinio@hhlaw.com |
| 12 | (212) 808-7771 | 12 | htthoang@hhlaw.com |
| 13 14 | On Behalf of B. Braun Medical, Inc., | 13 14 | (212) 918-3000 |
| 15 | Schering-Plough Corporation, Schering Corporation, | 15 | On Behalf of the MDL Plaintiffs: |
| 16 | and Warrick Pharmaceuticals Corporation: | 16 | JENNIFER FOUNTAIN CONNOLLY, ESQ. |
| 17 | JOHN P. MCDONALD, ESQ. | 17 | Wexler Toriseva Wallace |
| 18 | Locke Liddell & Sapp, LLP | 18 | One North LaSalle Street, Suite 2000 |
| 19 | 2200 Ross Avenue, Suite 2200 | 19 | Chicago, Illinois 60602 |
| 20 | Dallas, Texas 75201 | 20 | jfc@wtwlaw.us |
| 21 | jpmcdonald@lockeliddell.com | 21 | lpgabel@jonesday.com |
| 22 | (214) 740-8758 | 22 | (312) 261-6195 |

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| | Page 294 | | Page 296 |
|----------|---|----------|--|
| 1 | APPEARANCES (Continued): | 1 | APPEARANCES (Continued): |
| 2 | THE PARTICLES (Continuous). | 2 | THE PARTICULAR (Continued). |
| 3 | On Behalf of Ven-A-Care of the Florida Keys, Inc.: | 3 | On Behalf of the Centers for Medicare and |
| 4 | JAMES JOSEPH BREEN, ESQ. | 4 | Medicaid Services: |
| 5 | The Breen Law Firm | 5 | (by telephone) |
| 6 | 5755 North Point Parkway, Suite 39 | 6 | LESLIE M. STAFFORD, OGC |
| 7 | Alpharetta, Georgia 30022 | 7 | Centers For Medicare & |
| 8 | jbreen@breenlaw.com | 8 | Medicaid Services |
| 9 | (770) 740-0008 | 9 | 7500 Security Boulevard |
| 10 | | 10 | Baltimore, Maryland 21244 |
| 11 | On Behalf of the United States of America and The | 11 | (410) 786-9655 |
| 12 | Witness, Bruce C. Vladeck, Ph.D.: | 12 | |
| 13 | RENEE BROOKER, ESQ. | 13 | On Behalf of the KMS New York Counties, The City |
| 14 | U.S. Department of Justice | 14 | of New York, and the States of Hawaii, Wisconsin, |
| 15 | Civil Division | 15 16 | and Kentucky: |
| 16 17 | 601 D Street, Northwest Room 9918 | 17 | (by telephone) MICHAEL WINGET-HERNANDEZ, ESQ. |
| 18 | Washington, D.C. 20004 | 18 | Winget-Hernandez, LLC |
| 19 | renee.brooker@usdoj.gov | 19 | 3112 Windsor Road, #228 |
| 20 | (202) 616-3797 | 20 | Austin, Texas 78703 |
| 21 | (202) 010 3171 | 21 | michael@winget-hernandez.com |
| 22 | (Continued) | 22 | (512) 474-4095 |
| | Page 295 | | Page 297 |
| 1 | APPEARANCES (Continued): | 1 | APPEARANCES (Continued): |
| 2 | | 2 | |
| 3 | On Behalf of the Commonwealth of Pennsylvania: | 3 | On Behalf of Amgen, Inc.: |
| 4 | MICHAEL J. LORUSSO, ESQ. | 4 | (by telephone) |
| 5 | The Haviland Law Firm, LLC | 5 | STEVEN F. BARLEY, ESQ. |
| 6 | 740 S. Third Street, Third Floor | 6 | Hogan & Hartson, LLP |
| 7 | Philadelphia, Pennsylvania 19147 | 7 | 111 South Calvert Street, Suite 1600 |
| 8 | lorusso@havilandlaw.com | 8 | Baltimore, Maryland 21202 |
| 9 | (215) 609-4661 | 9 | jawalker@hhlaw.com |
| 10 | | 10 | (410) 659-2724 |
| 11 | On Behalf of the State of California: | 11 | |
| 12 | NICHOLAS N. PAUL, ESQ. | 12 | On Behalf of Baxter Healthcare Corporation: |
| 13 | BMFEA Supervising Deputy Attorney Conord | 13 | (by telephone) |
| 14 15 | Supervising Deputy Attorney General Civil Prosecutions Unit | 14 15 | TINA REYNOLDS, ESQ. |
| 16 | P.O. Box 85266 | 16 | Dickstein Shapiro, LLP 1825 Eye Street, Northwest |
| 17 | 110 West A Street, #1100 | 17 | Washington, D.C. 20006 |
| 18 | San Diego, California 92186 | 18 | delanceym@dicksteinshapiro.com |
| 19 | nicholas.paul@doj.ca.gov | 19 | (202) 420-2282 |
| 20 | (619) 688-6099 | 20 | (202) 720 2202 |
| 21 | (017) 000 0077 | 21 | |
| 22 | (Continued) | 22 | (Continued) |

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| | Page 298 | | Page 300 |
|----|--|----|---|
| 1 | APPEARANCES (Continued): | 1 | EXHIBITS (CONTINUED) |
| 2 | THE ELLIN HOUSE (COMMISSION) | 2 | DEY EXHIBIT NO. PAGE |
| 3 | On behalf of the State of Alabama: | 3 | Exhibit Dey 022-Medicaid Rx Reimbursement |
| 4 | (by telephone) | 4 | Report HHD013-1304 431 |
| 5 | ROGER L. BATES, ESQ. | 5 | Exhibit Dey 023-Rebate Agreement, with |
| 6 | Hand Arendall, L.L.C. | 6 | Attachment 452 |
| 7 | 1200 Park Place Tower | 7 | |
| 8 | 2001 Park Place North | 8 | |
| 9 | Birmingham, Alabama 35203 | 9 | BMS EXHIBIT NO. PAGE |
| 10 | Rbates@handarendall.com | 10 | Exhibit BMS 001-Letter dated 9/8/00 |
| 11 | (205) 502-0105 | 11 | AS 00058-60 507 |
| 12 | | 12 | Exhibit BMS 002-(WITHDRAWN) |
| 13 | On Behalf of Ven-A-Care: | 13 | Exhibit BMS 003-Excerpt of Report on Balanced |
| 14 | GARY L. AZORSKY, ESQ. | 14 | Budget Act of 1997 541 |
| 15 | Berger & Montague, P.C. | 15 | Exhibit BMS 004-Fax dated 7/2/97 BMS/AWP |
| 16 | 1622 Locust Street | 16 | 000256524-27544 |
| 17 | Philadelphia, Pennsylvania 19103-6305 | 17 | Exhibit BMS 005-Excerpt of Federal Register, |
| 18 | gazorsky@bm.net | 18 | Vol 52, No. 147 548 |
| 19 | (215) 875-3090 | 19 | Exhibit BMS 006-Pharmacy Reimbursement Rates |
| 20 | | 20 | Report to Congress 1994 551 |
| 21 | Also Present: | 21 | Exhibit BMS 007-Memorandum dated 4/16/97 |
| 22 | MICHAEL HUNTERTON, Videographer | 22 | With Attachment 557 |
| | Page 299 | | Page 301 |
| 1 | CONTENTS | 1 | P R O C E E D I N G S |
| 2 | THE WITNESS: BRUCE C. VLADECK, Ph.D. PAGE | | |
| 3 | Examination By Mr. Cook | 3 | THE VIDEOGRAPHER: Good morning. |
| 4 | Examination By Mr. Escobar | 4 | Here starts Videotape No. 6 in Volume II of the |
| 5 | Examination By Mr. Edwards | 5 | continued videotaped deposition of Dr. Bruce |
| 6 | Examination By Ms. Connolly | 6 | Vladeck, taken by the defendant party, in the |
| 7 | Examination By Mr. Breen 582 | 7 | matter of In re Pharmaceutical Industry Average |
| 8 | | 8 | Wholesale Price Litigation, MDL No. 1456, Civil |
| 10 | EXHIBITS | 9 | Action No. 01-CV-12257-PBS, before the United States District Court for the District of |
| 11 | ABBOTT EXHIBIT NO. PAGE | 11 | Massachusetts. |
| 12 | Exhibit Abbott 258-Memorandum and Attachment | 12 | The date is June 21st, 2007, and |
| 13 | HHC 903, 0723-0730 342 | 13 | this deposition is being held at Jones Day Reavis |
| 14 | Exhibit Abbott 259-Executive Summary for | 14 | & Pogue, 222 East 41st Street, New York, New York. |
| 15 | Medicare Home Infusion | 15 | The time on the monitor is 8:54 a.m. My name is |
| 16 | Therapy | 16 | Michael Hunterton, and I am the certified |
| 17 | Exhibit Abbott 260-Excerpts from House | 17 | videographer associated with the firm of Henderson |
| 18 | Resolution 3600 342 | 18 | Legal Services, located at 1015 15th Street, |
| 19 | Exhibit Abbott 261-Rules and Regulations, 42 | 19 | Northwest, in Washington, D.C. The court reporter |
| 20 | CFR Parts 405, 413, 415 364 | 20 | today is Jo DeRosa, associated with the same firm. |
| 21 | Exhibit Abbott 262-Chicago Tribune Article | 21 | Will counsel first at the table |
| 22 | HHC 003-0246-0253 377 | 22 | please introduce themselves for the record. |

5 (Pages 298 to 301)

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New York, NY

Page 454 1 understanding that during the time that you ran Now, under the rebate agreement, HCFA, that within HCFA, the AMPs, average 2 2 you understood that Dey had an obligation to manufacturer prices reported by Dey were somewhere 3 report certain pricing information to the federal 3 government. Right? 4 4 within HCFA? 5 5 MS. BROOKER: Objection. Form. A. That's correct. 6 6 MS. BROOKER: Objection. Form. I'm A. Yes. 7 7 And was it your understanding that Q. sorry. 8 8 there were people who were responsible for What they had to report to the Q. federal government was something called average 9 reviewing the information on AMP that they 9 submitted to HCFA? manufacturer price. Right? 10 10 MS. BROOKER: Objection. Form. 11 MS. BROOKER: Objection. Form. 11 12 12 A. Yes. A. Yes. 13 13 And if you look at Page 1 of the Q. And was it your understanding that O. rebate agreement, there is a lengthy definition of there were people at HCFA whose responsibility it 14 14 the average manufacturer price that they had to 15 was to make sure that Dey was reporting AMPs and 15 report. Right? paying rebates? 16 16 17 17 MS. BROOKER: Objection. Form. A. 18 18 And the rebate agreement spells out Yes. O. A. 19 how Dey is supposed to calculate and report the 19 O. And the information that Dey AMP. Right? 20 submitted to -- to HCFA, when you were the head, 20 reporting every quarter the AMPs as required by 21 21 A. Yes. the agreement, that was information that was 22 And as far as you know, Dey, in O. Page 455

Page 457

fact, reported AMPs and paid rebates. Right? 1 2 I assume so, yes. A. 3 You have no reason to believe, as you sit here today, that they didn't pay rebates or report AMP. Right? 5 6 A. No. 7 And, in fact, if Dey had not Q. 8 reported AMP and had not paid rebates, at some point their drugs wouldn't be covered by Medicaid. 10 Right? 11 Α. That's correct. Q. So, to the extent the federal government is claiming, in this case, damages that

12 13 relate to the federal government reimbursing on 14 15 Dey drugs, you would expect that there was a rebate agreement and Dey was paying rebates. 16 17 Right? 18 MS. BROOKER: Objection. Form. 19 A. In the context of the question, it was my understanding that under this agreement Dey would have been paying rebates. 21 22 Okay. And was it your

1 available to you. Right?

2 No. Α.

3 MS. BROOKER: Objection. Form. 4

I'm sorry? Q.

A. No.

5

6 O. You -- you, as the head of HCFA, 7 could not see the AMP data?

8 I -- I believe the statutory 9 requirements relative to the data and the use of 10 the data limited its distribution application only 11 for people involved in the direct administration 12 of the rebate program.

13 Had I chosen to be more directly 14 involved in the rebate program I could have been, 15 and, therefore, had access to the data, but it was 16 not routinely made available to anyone in the 17 agency other than those directly involved in 18 administering the rebates.

19 Well, you were entitled to, Dr.

20 Vladeck, as the person running HCFA, to go into

21 your office one day and say to somebody, Give me

22 the AMPs that Dey is reporting.

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| 1 provisions that explained who could get that 2 information. Right? 3 MS. BROOKER: Objection. Form. 4 A. Yes. 5 Q. Are you aware are you saying 6 that were statutory provisions that stated that 7 people running Medicaid at HCFA were prohibited 8 from looking at AMP data? 9 MS. BROOKER: Objection. Form. 10 A. My understanding of the statutory 11 provision was that people at HCFA who were not 12 involved in running the drug reimbursement program 13 were not supposed to have access to the AMP data. 14 Q. What is that understanding based 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 10 Confidentiality restrictions as well, in terms of what the states made did with the data. 2 what the states made did with the data. 3 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? A. Of course, yes. MR. BREEN: Objection. Form. 9 MS. BROOKER: Objection. Form. 10 Q. And did HCFA do that? 11 A. As far as I know. 12 Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? 13 A. That was my understanding. 14 Q. What was that based on? 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your understanding based on? | | Page 458 | | Page 460 |
|--|----|--|----|---|
| MR. BREEN: Objection. Form. MS. BROOKER: Objection. Form. Specific would have been Harrier Ram, who was general counsel to the agency, but it probably would have been somebody in the branch of the counsel's office | 1 | Isn't that right? | 1 | O Who was the head of the counsel's |
| MS. BROOKER: Objection. Form. Very lad the power to do that; didn't you? MR. BREEN: Objection. Form. MS. BROOKER: Objection. Form. MS. BREEN: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. A. I would guess as a as a formal about who can see the AMP data, you're referring to the fact that there were confidentiality restrictions as well, in terms of what the states made did with the data. MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were staturory provisions that stated that people at HCFA were prohibited from looking at AMP data with the states. Isn't that right? A. My understanding the time you were running the agency, that HCFA was entitled to share AMP data with the states. Isn't that right? A. Of course, ves. Q. Okay. So, with respect to just footons, form. A. A sa far as I know. Q. So, as far as you know, people within H | | | | |
| d fifice would have been Harriet Ram, who was general counsel to the agency, but it probably would have been somebody in the branch of the counsel's office would have been somebody in the branch of the counsel's office that served primarily on HCFA counsel's office that served primarily on HCFA susues. A. As I understood the statute, only to the extent that I was interested in in reviewing the administration of the rebate program. Q. Well, for whatever reason, you were entitled to get that information and look at it yourself; weren't you? MR. BREEN: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. MS. BROOKER: Objecti | | | | · · · · · · · · · · · · · · · · · · · |
| 5 didn't you? 5 5 5 5 5 5 5 | | v – | _ | · · · · · · · · · · · · · · · · · · · |
| 6 MR. BREEN: Objection. Form. 7 MS. BROOKER: Objection. Form. 8 A. As I understood the statute, only 9 to the extent that I was interested in in 10 reviewing the administration of the rebate 11 program. 12 Q. Well, for whatever reason, you were 13 entitled to get that information and look at it 14 yourself; weren't you? 15 MR. BREEN: Objection. Form. Asked 16 and answered. 17 MS. BROOKER: Objection. Form. 18 A. I would guess as a as a formal 19 legal matter, yes. Q. Okay. Now, you're when you talk 21 about who can see the AMP data, you're referring 22 to the fact that there were confidentiality 23 MS. BROOKER: Objection. Form. 4 A. Yes. 5 Q. Are you aware are you saying 6 that were statutory provisions that stated that were statutory provision was that people at HCFA who were not involved in running the drug reimbursement program. 24 Q. What is that understanding based 25 ONA. That's what I was advised by by 26 A. That's what I was advised by by 27 Counsel's office. 28 Who were the people within HCFA wounderstood it, who were the people within HCFA wounderstood it, who were the people within HCFA would lock a AMP data; 3 MS. BROOKER: Objection. Form. 4 A. Wes. 5 Q. Well, it was it was actually the understanding at the time you were running the agancy, that HCFA was not precluded from releasing at the time you were running the agancy, that HCFA was not precluded from releasing at the time you were running the agancy that HCFA was not precluded from releasing of the statutory agancy, that HCFA was not precluded from releasing of the statutory agancy, that HCFA was not precluded from releasing of the statutory agancy, that HCFA was not precluded from releasing of the status. Isn't that right? 1 confidentiality restrictions as well, in terms of what the states made did with the data. 2 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory 3 A. A. Star as I know. 4 A. A. Star as I know. 5 Q. And did HCFA do that? 6 A. That's what I was advised by by 7 A. Of | | - | | · · · · · · · · · · · · · · · · · · · |
| MS. BROOKER: Objection. Form. As I understood the statute, only to the extent that I was interested in — in program. 10 reviewing the administration of the rebate 12 program. 13 entitled to get that information and look at it yourself; weren't you? MS. BROOKER: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. Asked and answered. 14 yourself; weren't you? MS. BROOKER: Objection. Form. Asked and answered. 16 and answered. 17 MS. BROOKER: Objection. Form. 18 A. I would guess as a — as a formal 19 legal matter, yes. Q. Okay. Now, you're — when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality 17 22 MS. BROOKER: Objection. Form. 24 A. Yes. Q. Are you aware — are you saying MS. BROOKER: Objection. Form. 4 A. Yes. Q. Are you aware — are you saying MS. BROOKER: Objection. Form. 4 A. Yes. Q. Are you aware — are you saying MS. BROOKER: Objection. Form. 4 A. My understanding of the statutory provision was that people at HCFA who were not 10 involved in administration of the rebate directly involved in administ | | • | | |
| A. As I understood the statute, only to the extent that I was interested in in reviewing the administration of the rebate program. Q. Well, for whatever reason, you were entitled to get that information and look at it yourself; weren't you? MR. BREEN: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. A. I would guess as a as a formal legal matter, yes. Q. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality provisions that explained who could get that information. Right? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that were statutory provisions was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. Which counsel's office. A. That's what I was advised by by on the fact that I was interested in in to the eatent was a true to state on? MR. BROOKER: Objection. Form. A. Of course, and your own understanding of your agency, and your own understanding at the time you were running the agency, that HCFA was not precluded from releasing the agency, that HCFA was not precluded from releasing and the time you were running the agency, that HCFA was not precluded from releasing the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the agency, that HCFA was not precluded from releasing and the time you were unning the same agency, t | | | | |
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| reviewing the administration of the rebate program. Q. Well, for whatever reason, you were entitled to get that information and look at it yourself; weren't you? MR. BREEN: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. A. I would guess as a as a formal legal matter, yes. Q. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality to the fact that there were confidentiality to the fact that there were confidentiality and that were statutory provisions that explained who could get that finformation. Right? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. My understanding of your agency, and your own understanding of your agency, and your own understanding of your agency, and the timestanding of your agency, and the the states. Isn't that right? MS. BROOKER: Objection. Form. A. Of course not, yes, but under 1 confidentiality restrictions as well, in terms of 2 what the states made did with the data. Q. Okay. So, with respect to just 5 occusing on that, HCFA, under the statutory 5 scheme, was entitled to share AMP data with the states. Isn't that right? A. Of course, yes. MS. BROOKER: Objection. Form. A. As far as I know. Q. So, as far as you know, people within HCFA was not precluded from releasing 4 directly involved in administration of the rebate program had access to the AMP data. MS. BROOKER: Objection. Form. A. Of course not, yes, but under 1 confidentiality restrictions as well, in terms of 2 what the states made did with the data. Q. Okay. So, with respect to just 4 focusing on that, HCFA was not precluded fro | | , , | _ | |
| 11 program. Q. Well, for whatever reason, you were entitled to get that information and look at it yourself; weren't you? MR. BREEN: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. A. I would guess as a as a formal legal matter, yes. Q. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality Page 459 The provisions that explained who could get that information. Right? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people at AMP data? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions was that people at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. My understanding at the time you were running the agency, that HCFA was not precluded from releasing and the states is not that right? Confidentiality restrictions as well, in terms of what the states made did with the data. Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? A. Of course, yes. MR. BREEN: Objection. Form. A. My understanding was that the staff directly involved in administration of the rebate program had access to the AMP data. Q. What his that understanding based on? 12 confidentiality restrictions as well, in terms of what the states made did with the data. Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? A. Of course, yes. MR. BREEN: Objection. Form. A. A Sa far as I know. Q. What was that people at HCFA who were not involved in running the drug reimbursement program was access to the AMP data. Q. What was that besaff MS. BROOKER: Objection. Form. A. A Sa far as I know. Q. What was that based on? A. That was my understanding. A. What was what based on? Q | | | _ | - * * |
| 12 Q. Well, for whatever reason, you were entitled to get that information and look at it yourself; weren't you? 15 MR. BREEN: Objection. Form. Asked and answered. 16 and answered. 17 MS. BROOKER: Objection. Form. 18 A. I would guess as a as a formal legal matter, yes. 20 Q. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality 21 about who can see the AMP data, you're referring to the fact that there were confidentiality 22 a matter, yes. 23 MS. BROOKER: Objection. Form. 4 A. I would guess as a as a formal legal matter, yes. 24 Q. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality 25 A. Of course not, yes, but under 26 A. That was my understanding. 27 A. Of course, yes. 28 MR. BREEN: Objection. Form. 29 MS. BROOKER: Objection. Form. 4 A. Yes. 5 Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? 4 provision was that people at HCFA who were not involved in running the drug reimbursement program was that the states and e did with the data. 3 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? 2 what the states made did with the data. 3 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? 4 focusing on that, HCFA, under the statutory provision was that people at HCFA who were not involved in running the drug reimbursement program was actually the understanding of vour agency, and your own understanding at the time you were running the drug reimbursement program was actually the understanding at the time you were running the drug reimbursement program was actually the understanding at the time you were running the drug reimbursem | | - | | |
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| yourself; weren't you? MR. BREEN: Objection. Form. Asked and answered. MS. BROOKER: Objection. Form. A. I would guess as a as a formal legal matter, yes. O. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality Page 459 provisions that explained who could get that information. Right? MS. BROOKER: Objection. Form. A. Yes. O. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. My understanding of the statutory page 459 Page 459 A. Of course not, yes, but under Page 459 C. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? A. Of course, yes. MR. BREEN: Objection. Form. A. My understanding of the statutory provisions that explained who could get that information. Right? A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. My understanding of the statutory provisions that explained who could get that information. Right? A. A Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. A. My understanding of the statutory a MS. BROOKER: Objection. Form. A. A Yes. Q. And Gtourse, ves. MR. BREEN: Objection. Form. MS. BROOKER: Objection. Form. A. Of course, yes. MR. BREEN: Objection. Form. A. As far as I know. Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? A. That's what I was advised by by counsel's office. Q. What was that based on? A. What was what based on? A. What was what based on? A. What was what based on? A. What w | | | | - |
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| 16 and answered. 17 MS. BROOKER: Objection. Form. 18 A. I would guess as a as a formal 19 legal matter, yes. 20 Q. Okay. Now, you're when you talk 21 about who can see the AMP data, you're referring 22 to the fact that there were confidentiality 23 MS. BROOKER: Objection. Form. 24 1 provisions that explained who could get that information. Right? 25 Q. Are you aware are you saying 26 that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? 27 PMS. BROOKER: Objection. Form. 28 from looking at AMP data? 39 MS. BROOKER: Objection. Form. 40 A. My understanding of the statutory provision was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. 40 Q. What is that understanding based 41 Q. What is that understanding based 42 O. What is that understanding based 43 O. Which counsel's office? 44 A. HHF's counsel's office. 45 Q. Which counsel's office. 46 P. Well, it was it was actually the understanding of your agency, and your own understanding of your agency, and your own understanding of the time you were running the dragency, that HCFA was not precluded from releasin AMP data tips, that tright? 46 A. Yes. 47 Courise not, yes, but under 48 confidentiality restrictions as well, in terms of what the states made did with the data. 49 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? 40 A. Of course, yes. 41 focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? 41 A. Of course, yes. 42 focusing on that, HCFA bene prohibited states. Isn't that right? 42 A. Of course, yes. 43 for course, yes. 44 focusing on that, HCFA bene prohibited states. Isn't that right? 44 A. Of course, yes. 45 MR. BREEN: Objection. Form. 46 Share prohibited states made did with the data. 47 Q. And did HCFA dot that? 48 A. O | | | | · · |
| 17 MS. BROOKER: Objection. Form. 18 A. I would guess as a as a formal 19 legal matter, yes. 20 Q. Okay. Now, you're when you talk 21 about who can see the AMP data, you're referring 22 to the fact that there were confidentiality 22 to the fact that there were confidentiality 23 MS. BROOKER: Objection. Form. 24 A. Yes. 25 Q. Are you aware are you saying 26 that were statutory provisions that stated that 27 people running Medicaid at HCFA were prohibited 28 from looking at AMP data? 39 MS. BROOKER: Objection. Form. 40 A. My understanding of your agency, and your own understanding at the time you were running the agency, that HCFA was not precluded from releasing AMP data to the states. Isn't that right? 20 MS. BROOKER: Objection. Form. 30 A. Yes. 41 Confidentiality restrictions as well, in terms of what the states made did with the data. 42 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? 42 A. Of course, yes. 43 MR. BREEN: Objection. Form. 44 A. Yes. 45 Grom looking at AMP data? 46 From looking at AMP data? 47 people running Medicaid at HCFA were prohibited in running the drug reimbursement program were not supposed to have access to the AMP data. 46 Q. What is that understanding based on? 47 ocunsel's office. 48 That's what I was advised by by counsel's office. 49 Which counsel's office? 40 What was that based on? 40 Understanding at the time you were running the agency, that HCFA was not precluded from releasing AMP data to the states. Isn't that right? 40 Confidentiality restrictions as well, in terms of what the states made did with the data. 40 Confidentiality restrictions as well, in terms of what the states made did with the data. 41 Confidentiality restrictions as well, in terms of what the states made did with the data. 41 Confidentiality restrictions as well, in terms of what the states made did with the data. 41 Confidentiality restrictions as well, in terms of what the | | ů – | | * * |
| A. I would guess as a as a formal legal matter, yes. Q. Okay. Now, you're when you talk about who can see the AMP data, you're referring to the fact that there were confidentiality Page 459 provisions that explained who could get that information. Right? MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. MR. BREEN: Objection. Form. MR. BREEN: Objection. Form. MR. BREEN: Objection. Form. MR. BREEN: Objection. Form. MR. BROOKER: Objection. Form. MR. BROOKER: Objection. Form. MR. BROOKER: Objection. Form. MR. BREEN: Objection. Form. A. My understanding of the statutory provision was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. What is that understanding based MR. BREEN: Objection. Form. A. As far as I know. Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? A. That's what I was advised by by counsel's office. Q. Which counsel's office? A. HHF's counsel's office? A. HHF's counsel's office. | | | | • |
| 19 legal matter, yes. 20 Q. Okay. Now, you're when you talk 21 about who can see the AMP data, you're referring 22 to the fact that there were confidentiality Page 459 Page 459 Page 459 Page 459 Page 4 1 provisions that explained who could get that information. Right? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. My understanding of the statutory provision was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. What is that understanding based on? A. That's what I was advised by by counsel's office. Q. Which counsel's office. 19 agency, that HCFA was not precluded from releasin AMP data to the states. Isn't that right? A. Of course not, yes, but under 20 AMP data to the states. Isn't that right? A. Of course not, yes, but under 4. Oc Any So, with respect to just focusing on that, HCFA, under the statutory 8. MR. BREEN: Objection. Form. 9. MS. BROOKER: Objection. Form. 9. MS. BROOKER: Objection. Form. 10. A. As far as I know. 11. Q. What was that based on? 12. A. That's what I was advised by by 13. Of course, yes. 14. As far as I know. 15. Q. What was that based on? 16. A. That's what I was advised by by 1 | | · · | | |
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| 22 to the fact that there were confidentiality Page 459 provisions that explained who could get that information. Right? MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. As far as I know. D. And did HCFA do that? A. As far as I know. C. What is that understanding based MR. BREEN: Objection. Form. MS. BROOKER: Objection. Form. A. As far as I know. A. As far as I know. A. That was my understanding. A. That was my understanding. A. That was my understanding. A. What was what based on? | | | | |
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| 1 provisions that explained who could get that 2 information. Right? 3 MS. BROOKER: Objection. Form. 4 A. Yes. 5 Q. Are you aware are you saying 6 that were statutory provisions that stated that 7 people running Medicaid at HCFA were prohibited 8 from looking at AMP data? 9 MS. BROOKER: Objection. Form. 10 A. My understanding of the statutory 11 provision was that people at HCFA who were not 12 involved in running the drug reimbursement program 13 were not supposed to have access to the AMP data. 14 Q. What is that understanding based 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 10 Confidentiality restrictions as well, in terms of what the states made did with the data. 2 what the states made did with the data. 3 Q. Okay. So, with respect to just focusing on that, HCFA, under the statutory scheme, was entitled to share AMP data with the states. Isn't that right? A. Of course, yes. MR. BREEN: Objection. Form. 9 MS. BROOKER: Objection. Form. 10 Q. And did HCFA do that? 11 A. As far as I know. 12 Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? 13 A. That was my understanding. 14 Q. What was that based on? 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your understanding based on? | 22 | to the fact that there were confidentiality | 22 | A. Of course not, yes, but under |
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| MS. BROOKER: Objection. Form. A. Yes. Q. Are you aware are you saying that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. A. As far as I know. 12 Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? MR. Drawler Man. MR. BREEN: | 1 | provisions that explained who could get that | 1 | confidentiality restrictions as well, in terms of |
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| that were statutory provisions that stated that people running Medicaid at HCFA were prohibited from looking at AMP data? MS. BROOKER: Objection. Form. MS. BROOKER: Objection. Form. A. My understanding of the statutory provision was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. What is that understanding based on? A. That's what I was advised by by O. Which counsel's office. Q. Which counsel's office. MR. BREEN: Objection. Form. A. As far as I know. Q. And did HCFA do that? A. As far as I know. Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? A. That was my understanding. A. That was my understanding. Q. What was that based on? A. What was what based on? A. What was what based on? A. HHF's counsel's office. D. Your understanding. What was your understanding based on? | 4 | A. Yes. | 4 | focusing on that, HCFA, under the statutory |
| 7 people running Medicaid at HCFA were prohibited 8 from looking at AMP data? 9 MS. BROOKER: Objection. Form. 10 A. My understanding of the statutory 11 provision was that people at HCFA who were not 12 involved in running the drug reimbursement program 13 were not supposed to have access to the AMP data. 14 Q. What is that understanding based 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 10 Q. MR. BREEN: Objection. Form. 10 MS. BROOKER: Objection. Form. 11 A. As far as I know. 12 Q. So, as far as you know, people 13 within HCFA shared AMP data with state Medic 14 agencies? 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your 19 understanding based on? | 5 | Q. Are you aware are you saying | 5 | scheme, was entitled to share AMP data with the |
| 8 from looking at AMP data? 9 MS. BROOKER: Objection. Form. 10 A. My understanding of the statutory 11 provision was that people at HCFA who were not 12 involved in running the drug reimbursement program 13 were not supposed to have access to the AMP data. 14 Q. What is that understanding based 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 18 Q. Which counsel's office. 19 MR. BREEN: Objection. Form. 9 MS. BROOKER: Objection. Form. 10 Q. And did HCFA do that? 11 A. As far as I know. 12 Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your understanding based on? | 6 | that were statutory provisions that stated that | 6 | states. Isn't that right? |
| MS. BROOKER: Objection. Form. A. My understanding of the statutory provision was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. What is that understanding based on? A. That's what I was advised by by Counsel's office. Q. Which counsel's office? A. HHF's counsel's office. MS. BROOKER: Objection. Form. Q. And did HCFA do that? A. As far as I know. Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? A. That was my understanding. Q. What was that based on? A. What was what based on? Q. Your understanding. What was your understanding based on? | 7 | people running Medicaid at HCFA were prohibited | 7 | A. Of course, yes. |
| A. My understanding of the statutory 11 provision was that people at HCFA who were not 12 involved in running the drug reimbursement program 13 were not supposed to have access to the AMP data. 14 Q. What is that understanding based 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 10 Q. And did HCFA do that? 11 A. As far as I know. 12 Q. So, as far as you know, people 13 within HCFA shared AMP data with state Medic 14 agencies? 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your 19 understanding based on? | 8 | from looking at AMP data? | 8 | MR. BREEN: Objection. Form. |
| provision was that people at HCFA who were not involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. What is that understanding based A. That's what I was advised by by Counsel's office. Q. Which counsel's office? A. HHF's counsel's office. 11 A. As far as I know. Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? A. That was my understanding. Q. What was that based on? A. What was what based on? A. What was what based on? Q. Your understanding. What was your understanding based on? | 9 | MS. BROOKER: Objection. Form. | 9 | MS. BROOKER: Objection. Form. |
| involved in running the drug reimbursement program were not supposed to have access to the AMP data. Q. What is that understanding based on? A. That's what I was advised by by counsel's office. Q. Which counsel's office? Q. So, as far as you know, people within HCFA shared AMP data with state Medic agencies? A. That was my understanding. Q. What was that based on? A. What was what based on? Q. Your understanding. What was your understanding based on? | 10 | A. My understanding of the statutory | 10 | Q. And did HCFA do that? |
| were not supposed to have access to the AMP data. Q. What is that understanding based 14 agencies? 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 10 within HCFA shared AMP data with state Medic agencies? 14 agencies? 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your understanding based on? | 11 | provision was that people at HCFA who were not | 11 | A. As far as I know. |
| 14Q. What is that understanding based14 agencies?15 on?15 A. That was my understanding.16 A. That's what I was advised by by16 Q. What was that based on?17 counsel's office.17 A. What was what based on?18 Q. Which counsel's office?18 Q. Your understanding. What was your19 A. HHF's counsel's office.19 understanding based on? | 12 | involved in running the drug reimbursement program | 12 | Q. So, as far as you know, people |
| 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your 19 understanding based on? | 13 | were not supposed to have access to the AMP data. | 13 | within HCFA shared AMP data with state Medicaid |
| 15 on? 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 15 A. That was my understanding. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your 19 understanding based on? | 14 | | 14 | agencies? |
| 16 A. That's what I was advised by by 17 counsel's office. 18 Q. Which counsel's office? 19 A. HHF's counsel's office. 16 Q. What was that based on? 17 A. What was what based on? 18 Q. Your understanding. What was your 19 understanding based on? | 15 | on? | 15 | A. That was my understanding. |
| 17 counsel's office.17 A. What was what based on?18 Q. Which counsel's office?18 Q. Your understanding. What was your19 A. HHF's counsel's office.19 understanding based on? | 16 | | 16 | |
| 19 A. HHF's counsel's office. 19 understanding based on? | 17 | • • • | 17 | |
| A. HHF's counsel's office. 19 understanding based on? | 18 | Q. Which counsel's office? | 18 | Q. Your understanding. What was your |
| | 19 | - | 19 | |
| | 20 | Q. Who was the person that advised you | 20 | · · · · · · · · · · · · · · · · · · · |
| 21 of that? 21 staff worked with the states in administering the | 21 | · · · · · · · · · · · · · · · · · · · | 21 | * • |
| 22 A. I don't recall. 22 rebate program. | 22 | | 22 | <u> </u> |

45 (Pages 458 to 461)

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1
             So, based on your understanding
2
   when you were running HCFA, Dr. Vladeck, the state
   Medicaid people who were designing and
3
   administering the reimbursement methodology of the
4
   states would have, through HCFA, access to AMP,
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average manufacturer price, data. Right? MS. BROOKER: Objection. Form.

8 MR. BREEN: Objection. Form. 9 In the generic sense that the agencies -- the state agencies that administered 10 Medicaid would have access to it. Whether it was 11 12 the same people in those agencies who administered the rebate program and made policy about 13 14 reimbursement policy, I wouldn't know. 15 Okay. But in terms of -- let's --

let's talk in terms of agency, since people might change over time.

But the agencies that ran Medicaid in each of the states, which were the agencies responsible for implementing the reimbursement methodologies, those agencies would have access, through HCFA, to AMP data from the states.

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1 Right? 2 MS. BROOKER: Objection. Form. 3 A.

So, for example, looking back at O. Exhibit Dey 022, the one-page sheet that we had that had all the reimbursement basis, the responsible directors of the Medicaid agencies of these -- of each of these states would be able to peruse AMP data and compare that to what they were 10 reimbursing on. Right?

MR. BREEN: Objection. Form. 11 MS. BROOKER: Objection. Form. 12 MR. BATES: Objection to form. 13

14 When you talk about "perusing," 15 again, I don't -- I don't know if they'd even be aware that their agencies had it. But if they 16 17 were, depending on how their agencies were 18 organized, they might very well be.

entirely possible for the heads of a state 20 21 Medicaid agency to look at the AMP data on AMP

So, it was entirely -- it was

prices and at the same time look at data as to

1 what they were reimbursing for those drugs. That 2 was entirely possible. Right?

3 MS. BROOKER: Objection. Form. 4 MR. BREEN: Objection. Form.

5 It's -- I don't know any reason why 6 it wouldn't be possible.

And within your agency, within HCFA, certainly people within HCFA could sit down and compare the AMP data, for example, for Dey's Albuterol, and see what the AMP was and compare what the AWP was. Right?

That was -- that was information that they had in the agency?

14 MS. BROOKER: Objection. Form.

15 I believe the -- the way we A. interpreted the confidentiality provisions of the 16 17 statute was that the people directly involved in the administration of the Medicaid drug rebate 18 program could have chosen to do so, yes. 19

Right. So, somebody in -- in HCFA that was involved with the rebate program could one day look at the AMP for Dey's Albuterol and

22

1

compare it to an AWP for Dey's Albuterol? 2 MS. BROOKER: Objection. Form.

Presumably, yes. 3 A.

4 And based on your understanding of AWP and AMP, as you've indicated in the course of 5 6 this deposition and your prior session, you would 7 expect that the AWP -- there was a spread between 8 the AMP and the AWP. Right?

MS. BROOKER: Objection. Form.

10 A. Yes.

O. And that would be because the AMP reported to HCFA would include a number of 12 specified discounts. Isn't that right? 13

MS. BROOKER: Objection. Form.

I don't know what you mean by "specified discounts," but it was my impression

17 that, again, on average, the AMPs would have been

18 for single-source drugs in the range of 15 to 20

19 percent below the AWP, on average, and, for 20 generic drugs, as I've learned in the course of

21 this proceeding, as much as 25 to 40 percent below

22 AWP, on average.

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June 21, 2007

New York, NY

| | Page 582 | | Page 584 |
|----|--|----|--|
| 1 | The reason why I don't have the reason why I | 1 | A. That's Yes. |
| 2 | cannot ask the particular questions that I would | 2 | Q. All right. Now, when you were |
| 3 | like to ask Dr. Vladeck is based on restrictions | 3 | testifying about confidentiality of pricing |
| 4 | that have been put on us by TAP. So, with respect | 4 | information provided by the drug companies with |
| 5 | to those particular questions I believe the | 5 | respect to the Medicaid rebate obligations, what |
| 6 | record's clear. | 6 | specific pricing information were you talking |
| 7 | MR. COOK: Since I don't know what | 7 | about? |
| 8 | those questions are I don't know how clear it is, | 8 | MR. ESCOBAR: Objection to the |
| 9 | but it is what it is. | 9 | form. |
| 10 | MR. BREEN: All right. Roll. | 10 | A. Well, I would include all the |
| 11 | MS. BROOKER: Let me just say in | 11 | pricing information that was provided by the |
| 12 | response to all of that, the Government of the | 12 | manufacturers to HCFA, which would include both |
| 13 | United States reserves its right to respond to any | 13 | average manufacturing price and best price. |
| 14 | of those comments or objections, or whatever they | 14 | Q. Okay. |
| 15 | just were, at an appropriate time. | 15 | MR. BREEN: And what's wrong with |
| 16 | MR. BREEN: Now can we roll? | 16 | that question, counselor? I want to clean it up |
| 17 | | 17 | if there's a problem. |
| 18 | EXAMINATION BY COUNSEL FOR | 18 | MR. ESCOBAR: I didn't understand |
| 19 | VEN-A-CARE | 19 | it. |
| 20 | BY MR. BREEN: | 20 | MR. BREEN: Okay. |
| 21 | Q. I just have a few questions, I | 21 | Q. What pricing information were you |
| 22 | believe, Dr. Vladeck. | 22 | aware that drug companies provided under their |
| | Page 583 | | Page 585 |
| 1 | A. Yes. | 1 | obligations under the Medicaid rebate program and |
| 2 | Q. And you know I'm Jim Breen. I | 2 | under their Medicaid rebate agreements |
| 3 | represent Ven-A-Care of the Florida Keys. | 3 | MR. ESCOBAR: Objection to the |
| 4 | A. I'm aware, yes. | 4 | form. |
| 5 | Q. The relator in a whole bunch of | 5 | Q with HHS? |
| 6 | these cases, including the one you're probably | 6 | A. Again, it was my understanding that |
| 7 | noticed on. | 7 | manufacturers provided average manufacturer's |
| 8 | You've spent a lot of time | 8 | price and best price. |
| 9 | testifying about average manufacturers' price in | 9 | Q. And best price, okay. Now, and was |
| 10 | response to both Mr. Cook's and Mr. Escobar's | 10 | it also your understanding that that information |
| 11 | questions earlier. | 11 | had to be maintained as confidential by with |
| 12 | Do you recall that? | 12 | the Health Care Financing Administration? |
| 13 | A. Yes. | 13 | Correct? |
| 14 | Q. Now, they asked you about average | 14 | A. By the unit in the Health Care |
| 15 | manufacturers' price, but do you also recall a | 15 | Financing Administration that administered the |
| 16 | term "best price"? | 16 | rebate program. |
| 17 | A. Yes. | 17 | Q. Other than specific patient |
| 18 | Q. As used in the Medicaid rebate | 18 | information, can you think of any information that |
| 19 | statute? | 19 | was held to a higher degree of confidentiality by |
| 20 | A. That's correct. Yes. | 20 | HCFA during your term there? |
| 21 | Q. And that would be OBRA '90. | 21 | MR. ESCOBAR: Objection to the |
| 22 | Correct? | 22 | form. |

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